

## **The complaint**

Mr H complains about the customer service he's received from Lifestyle Rentals Ltd trading as HIYA (Hiya).

## **What happened**

Mr H has been a customer of Hiya since 2023, most recently holding two hire agreements. This complaint relates to Mr H's concerns about the customer service he's received from Hiya since November 2024.

The background to this complaint is well known to Mr H and Hiya, so I won't repeat it here. As a summary, Mr H is unhappy with the customer service he's received from Hiya and its representatives. Mr H has set out that he requires reasonable adjustments, but Hiya has failed to put these in place, causing significant upset resulting in his mental health worsening.

Hiya initially offered £55 to apologise for any upset caused, however Mr H didn't think this went far enough, so referred his complaint to our service. There's been much correspondence between all parties and most recently Hiya proposed an offer of writing off the outstanding balance of Mr H's current hire agreement and allowing him to keep the goods financed through the hire agreement.

Mr H didn't consider this offer reasonable and asked that Hiya also pay £75 compensation. Hiya considered its offer reasonable, so didn't agree to offer compensation on top of the offer it had proposed. One of our Investigators considered everything that had happened and said the offer Hiya had made was fair, so didn't recommend it do anything further. As no agreement could be reached, it's been passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've considered all the comments provided by Mr H and Hiya. Having done so, while I may not refer to every point that's been raised, I would like to assure Mr H that the complaint has been considered in its entirety. However, I've concentrated on what I consider to be the main issues, no discourtesy is meant by this, rather it reflects the informal nature of this service.

My understanding is this complaint stems from problems Mr H encountered when trying to make a payment and update his card details with Hiya. Mr H says Hiya didn't make reasonable adjustments which caused frustration and upset, which worsened the situation.

Following this Hiya agreed that only certain representatives would communicate with Mr H. This was to ensure that his needs were met, and that any requests could be appropriately actioned.

The problems occurred in November 2024, and I understand the continuing nature of the complaint has caused Mr H further upset and concern.

Hiya initially offered £55, which was to be credited to Mr H's account, however this appears to have caused further confusion and concern.

Hiya has now offered to write off the remaining balance of the hire agreement and to allow Mr H to keep the goods – a fridge freezer financed via the agreement. From the evidence Hiya has provided, I understand this write off is the equivalent of more than £800, alongside keeping the fridge freezer which Hiya would have been entitled to have returned at the end of the agreement, if Mr H chose to end it.

So, while I appreciate Mr H has asked that Hiya pay compensation on top of this, I find the offer Hiya's made to be reasonable in the circumstances. While it hasn't offered a monetary payment, I think the offer of the write off, of the remaining hire agreement is significant, so I won't be asking it to pay anything further.

Mr H has said he may not want to keep the fridge freezer, which is a decision he's entitled to make. If Mr H does decide to return the fridge freezer, this wouldn't change my decision as I still consider the offer that Hiya has made to be fair. It would be for Mr H to decide whether he wants to keep the fridge freezer. If he does decide to return it, he'd need to contact Hiya directly to arrange this.

While I don't doubt this has been a difficult period for Mr H, I think the offer Hiya has now made, which would also mean Mr H wouldn't then need to contact Hiya further (unless returning the fridge freezer) – as the agreement will be considered as having finished, is a fair and pragmatic resolution to the complaint.

Mr H has expressed concerns that Hiya has continued to ask for payments to be made towards the agreement, while the complaint is ongoing, and a resolution hadn't been reached. Hiya isn't required to put an account on hold while our service considers a complaint, and when payments have fallen behind it has a regulatory duty to send out certain letters. So, while I acknowledge this is likely to have been upsetting to Mr H, I don't find Hiya made an error on this point.

In conclusion, I acknowledge that things have gone wrong, and Mr H has been caused distress during this period. I do however think Hiya's offer is reasonable, so won't be asking it to do anything further than this.

### **My final decision**

For the reasons I've set out above, I uphold this complaint and direct Lifestyle Rentals Ltd trading as HIYA to do the following:

- Write off the outstanding balance of the hire agreement; and
  - Allow Mr H to keep the fridge freezer\*
- \*if Mr H decides he doesn't want to keep the fridge freezer he must confirm this at the time of responding to this decision and Hiya should arrange for its collection

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 June 2025.

Christopher Convery  
**Ombudsman**

